



**HIGH COMMISSION OF INDIA
BRUNEI DARUSSALAM**

TENDER No. BSB/Admn/872/01/2025

Date: 17.03.2025

**TENDER FOR PROVIDING GARDENING SERVICES AT THE FOLLOWING
ADDRESSES OF NEWLY CONSTRUCTED BUILDING OF**

(i) HIGH COMMISSION OF INDIA & (ii) HIGH COMMISSIONER'S RESIDENCE -

(i) Lot No. 62514, Simpang 336, Jalan Duta, BSB, Brunei Darussalam.

(ii) Lot No. 64081, Simpang 336, Jalan Kebangsaan, BSB, Brunei Darussalam.

**LAST DATE FOR SUBMISSION OF BIDS IS 07.04.2025 UP TO 1700 HRS (BRUNEI
TIME).**

**DATE OF OPENING OF TECHNICAL BIDS IS 08.04.2025 AT 1200 HRS (BRUNEI
TIME) AT HIGH COMMISSION OF INDIA, BAITUSSYIFAA, SIMPANG 40-22, JALAN
SUNGAI AKAR, BANDAR SERI BEGAWAN BC 3915, BRUNEI DARUSSALAM. TEL-
00-673-2339947 / 2339685.**

No. BSB/Admn/872/01/2025
High Commission of India
Brunei Darussalam

NOTICE INVITING TENDER

The High Commission of India, Brunei Darussalam, invites under two bid system ((i) Technical Bid & (ii) Financial Bid) from registered and authorized firms for Gardening Services of:

(i) Chancery Building, Lot No. 62514, Simpang 336, Jalan Duta, Bandar Seri Begawan, Brunei Darussalam; and

(ii) High Commissioner's Residence Lot No. 64081, Simpang 336, Jalan Kebangsaan, Bandar Seri Begawan, Brunei Darussalam

2. The Tender Documents can be downloaded from the website <https://www.hcindiabrunei.gov.in/tenders/>. Sealed Bids are invited for award of **annual contract** for Gardening work. The Bids are to be sent in a sealed envelope which should be prominently super scripted as QUOTATIONS FOR GardeningWORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER'S RESIDENCE and to be addressed to "Head of Chancery, High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915 and should reach latest by 07.04.2025 till 1700 hrs. Bids submitted through e-mail shall not be considered.

3. Only for information or clarification related to this tender, please write to hoc.brunei@mea.gov.in.

4. The critical dates of this tender are as under:

•	Date of publishing tender	17.03.2025
•	Clarification Start date	18.03.2025
•	Clarification End Date	01.04.2025
•	Bid Submission Start date	19.03.2025 at 0900 hrs
•	Bid Submission End Date	07.04.2025 at 1700 hrs
•	Date of opening of Technical Bid	08.04.2025 at 1200 hrs
•	Venue for opening bids	High Commission of India, Brunei Darussalam

Sd/-
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Head of Chancery

General Instructions

1. For the Bidding / Tender Document Purposes, the High Commission shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.
2. **The Tender Security/Bid Security/Earnest Money Deposit (EMD) of BND 480/-, in the form of Account Payee Demand Draft/Pay Order drawn in favour of “High Commission of India”, having a validity of 180 days/six months is required to be submitted along with tender bids.**
3. While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
4. The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.
5. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied by EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are liable to be rejected.
6. The Parties to the Contract/Agreement shall be the successful bidder (to whom the work has been awarded) and the Client, the High Commission.
7. For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter handed over personally/courier or by email to the High Commission. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
8. The bidders are required to visit the site to assess the quantum of work involved before submitting the tender. Once the tender is submitted, it will be presumed that the bidder has seen and understood the complete work involved.

Tender process

(i) The tender is invited in two parts **Technical Bid and Financial Bid with break-up of the costs;**

First envelope – super scripted as “ Technical Bid – GardeningWORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER’S RESIDENCE ” and (b) **Second envelope** – super scripted “Financial Bid – GardeningWORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER’S RESIDENCE .”

Both sealed envelopes shall be kept inside a large sealed envelope i.e. in a **Third envelope** super scripted as “Tender Quotation for FOR GardeningWORK IN NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSION OF INDIA & NEWLY CONSTRUCTED PREMISES OF HIGH COMMISSIONER’S RESIDENCE ”. It should also be super scripted at the bottom left corner with the Full name, Postal address, Fax, E-mail, Telephone number of the bidder;

(ii) The sealed quotations shall be submitted to:

**Head of Chancery,
High Commission of India, Baitussyifaa, Simpang 40-22,
Jalan Sungai Akar Bandar Seri Begawan BC 3915,
Brunei Darussalam.**

(iii) The bid may be submitted by Hand, in person or by courier. The bids by “Fax / E-mail” shall not be accepted.

(iv) Bids received after the closing date and time as prescribed in the tender notice, shall **NOT** be accepted under any circumstances. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.

(v) A prospective Bidder requiring any clarification may contact the High Commission in writing, either by post or email at least the four working days before the deadline for submission of the bid.

(vi) Technical bid shall be opened on the date and time as given in the tender notice at **High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915**, in the presence of the authorized representatives of the companies, who may wish to attend.

(vii) Financial bid shall be opened on the date and time, to be communicated later, at High Commission of India, Brunei Darussalam, Baitussyifaa, Simpang 40-22, Jalan Sungai Akar Bandar Seri Begawan BC 3915, in the presence of the authorized representatives of the companies, those who qualify in the technical bids and wish to attend.

(viii) Bids should be valid for six months from the date of opening Technical Bids (180 days).

Scope of Work

(Garden Maintenance Services for newly constructed premises of High Commission of India & High Commissioner's Residence)

1. General Information

Service Hours: Monday to Saturday, four (04) man-hours per day (0900-1300 hrs).

Location: Newly constructed premises of High Commission of India & High Commissioner's residence

2. Daily Gardening Tasks

1. Sweeping the gardens, removal of leaves, flowers, and litter etc. from the gardens of both the premises.
2. To water all flower beds, trees and flower pots as per the requirement and upkeep of all flower beds, removal of weeds etc.
3. Removal of all garden debris from the premises and keep all drains, outlets free of any debris, dirt & weeds on daily basis.

3. Periodic Tasks

1. Mowing all grass lawns as and when required.
2. Provision & upkeep of all plants/flowering plants within the planter troughs and plant pots.
3. To apply Agro chemicals, fertilizers, soil improvements etc.
4. Training/Pruning of plants when deemed necessary & removal of debris (including dry leaves and etc. once in a week)
5. To plant seasonal flowering plants & maintaining the same.
6. To maintain potted indoor plants and re-pot such plants as and when required.
7. To fertilize potted plants, trees.
8. To spray insecticide to the plants in gardens to prevent the infestation of insects and prune all shrubs as and when required.

***Gardening equipment/ Fertilizers / pesticides / new plant will be provided by the High Commission.**

4. Additional Requirements

- **Uniforms:** Gardner/s to be provided with proper working uniforms and headgear to be worn during the entire working hours.
- All gardeners/workers should be well trained in their profession.

- On special occasions/events at the High Commission, the Contractor should be able to respond by providing gardeners within the given time frame.
- **Directives:** Gardening services to include any other place within the premises as directed by the High Commission Officers from time to time.

Note: The pre-bid site visit may be conducted on prior appointment basis to assess the job requirement / quantum of work involved. For any queries, please write to hoc.brunei@mea.gov.in

Eligibility Criteria

- i. The bidder should have a minimum of 3 years of experience in the field of providing Gardening services/materials to other official/commercial buildings/offices.
- ii. The bidder should have experience in providing Gardening services in security sensitive organization, offices, and large commercial establishments.
- iii. The bidder should be able to provide at least two User Satisfaction certificates from other organization.
- iv. Bids should be for Gardening services on all days viz. Monday to Saturday.
- v. The Company should provide Gardner/s details who will look after Gardening work at given address.
- vi. The bidder should have the capability of providing a service replacement at the High Commission premises if the regular Gardening staff does not arrive to work due to any reason otherwise proportionate deductions will be made from the monthly payment.
- vi. In case the Gardening Agency fails in adhering to the daily Gardening requirements and the High Commission of India, Brunei Darussalam has to make alternative arrangements for daily Gardening, then the agency would reimburse the cost of such arrangements.
- viii. The workers so provided should be on the permanent roll of the Company and his/her antecedents should be pre-verified by the Police authorities. A copy of the verification of worker may be submitted to the High Commission of India before deployment for work.
- ix. Gardening agency would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work.
- x. In case of any complaint, either as regards the nature of service or as regards the behaviors of gardeners on duty or otherwise, Gardening agency would be intimated and would be required to take corrective measures promptly.
- xi. The bidder should be able to deploy experienced Gardening staff (in proper uniform) from Monday to Saturday (0900-1300 hrs).
- xii. The Company must have in-house training facilities for its employees.

xiii. **The contractor will provide certificate/undertaking that he will pay not less than minimum wages fixed by the Government of Brunei Darussalam.**

xiv. The High Commission of India, Brunei Darussalam reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the High Commission of India, Brunei Darussalam in this regard shall be final and binding on all.

Earnest Money Deposit

i. The Earnest Money Deposit of BND 480/- in the form of account Payee Demand Draft/Pay Order issued by any reputed Bank drawn in favour of "High Commission of India" has to be submitted along with the bid. The validity of the Demand Draft/Pay Order must be up to 6 (six) months from the last date for submission of bids.

ii. No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Client in respect of any previous work shall be entertained.

iii. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the government or will render the bidder ineligible to submit bids for contracts with the High Commission.

iv. The bids without Earnest Money Deposit will be summarily rejected.

v. No claim shall lie against the Client in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

vi. The bid security may be forfeited:

- a. If the bidder withdraws his bid during the period of validity of the bids; or
- b. In case of successful bidder, if the bidder:
 - fails to sign the contract in accordance with the terms of the tender document;
 - fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - Fails or refuses to honour his own quoted prices for the services or part thereof.

Refund of Earnest Money Deposit (EMD):

(i) Refund of EMD to the unsuccessful bidders (without interest) shall be made within 30 days of award of contract to the successful bidder (L1).

(ii) EMD of successful bidder (L1) shall be refunded after award of the contract and deposit of Performance security.

Validity of Bids

- i. Bids shall remain valid and open for acceptance for a period of 180 days from the last date of submission of Bids.
- ii. In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- iii. The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

Preparation of Bids

- **Language**: Bids and all accompanying documents shall be in **English** only.
- **Technical Bid**: Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria. **All the documents comprising the Technical Bid shall be put in a separate sealed envelope superscribed as “Envelope A – Technical Bid”**. Documents comprising the Bid:
 - a. Technical Bid Submission Form duly signed and printed on Company's letterhead.
 - b. Contact Details Form, duly filled and signed & stamped.
 - c. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred above.
- **Financial Bid**: Bidder shall prepare the Financial Bid as per **Annexure II** in the Tender Document. Financial Bid shall be put in a separate sealed envelope superscribed as **“Envelope B- Financial Bid”**.
- **Earnest Money Deposit**: Earnest Money Deposit of BND 480/- in the form of account payee Demand Draft or Pay Order to be submitted separately in a sealed envelope superscribed as **“Envelope C – Earnest Money Deposit”**.

Bid Opening Procedure

- o The Technical Bids (Envelope A) shall be opened at High Commission of India in the presence of bidders or their representatives and the Tender Evaluation Committee constituted by the Competent Authority of the High Commission. After evaluation of Technical Bids, a list of qualified bidders will be prepared by the High Commission. The Financial bids (Envelope ‘B’) will be opened on a subsequent date, which will be intimated to the shortlisted bidders, by mail/phone.

- o Bids shall be declared as valid or Invalid based on the preliminary scrutiny, i.e. on site verification of documents submitted by the bidders by the Tender Evaluation Committee. The financial bids will be opened on result of such scrutiny. However, in case any thing found false or forged in contrary to the documents submitted by the bidder, its bid will be rejected and suitable legal action may be taken.
- o The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. Those bidders who qualify in the technical bid stage, will be intimated through mail/phone about the date for opening of the Financial Bids.
- o The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, the time remaining unaltered.
- o A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.
- o Absence of bidder or their representative shall not impair the legality of the opening procedures.
- o After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

NOTE: If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to the contractor whose score is highest in evaluation marks in the technical bids.

Clarification on Technical Bid Evaluation

- o The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- o If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.
- o Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder.

Performance Security (PS)

- o The successful bidder has to **deposit Performance Security which will be equivalent to 5% of the accepted total annual contract value**, in favour of 'High Commission of India, Brunei Darussalam' in form of Demand Draft / Pay Order/Bank Guarantee within fifteen days of the acceptance of the **Letter of Award (LoA)**. Performance Security should remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations of the **service provider (SP)**. In case, the contract is further extended beyond the initial period, the Performance Security will have to be renewed accordingly by the SP. No interest shall be paid on Performance Security. EMD shall be refunded to the successful bidder on receipt of PS.
- o The Performance Security will be forfeited by order of the Competent Authority in High Commission in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the Performance Security, as may be deemed fit by the Client sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of Contractor's bill has been received and examined.
- o If the Contractor fails to provide the Performance Security within fifteen days of the acceptance of LoA, such failure shall constitute a breach of the contract and the Client shall be free to make other arrangements at the risk, cost and expense of the Contractor.
- o On due performance and completion of the contract in all respects, the Performance Security will be returned to the Service Provider (SP) without any interest on presentation of an absolute 'No Demand Certificate' from the SP and upon return in good condition of any specifications, samples or other property belonging to the client, which may have been issued to the SP, for carrying out work stipulated in the contract.

Validity of Contract

The contract, if awarded, shall be valid for a period of ONE YEAR (01 year). The contract may be extended annually on year to year basis, for further 02 years [maximum tenure 03 years from the date of start of work initially] as per the contract signed on same terms and conditions and same rates, subject to satisfactory services provided by the vendor. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right at any time to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the Contractor and initiating administrative actions for blacklisting etc. solely at the discretion of the competent authority in Mission/ Post.

Payments

- o After award of work, a price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the Service Provider towards the AMC.
- o The prices in the Price Schedule shall be inclusive of all applicable taxes as may be levied by the Government from time to time.
- o All payments shall be made in BND by means of crossed cheques/ bank transfer.
- o The Client shall be entitled to deduct in accordance with applicable law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor.
- o The payment to the workers in accordance to minimum wages prescribed by the local Government along with the statutory compliance Bonus is sole responsibility of the Contractor. In case of revision in minimum wages by the local Government, the same would be absorbed by the service provider. Claim for any escalation shall not be entertained by the Client.
- o No request for revision/ increase of approved rates during the currency of the contract will be entertained.
- o No payment shall be made in advance nor will any loan from any bank or financial institution be recommended on the basis of the order of award of work.
- o **The price quoted by the bidders shall be payable in BND on monthly basis.**

Other General Conditions

- o The workers so provided should be on the roll of the Company.
- o The bidder must have satisfactory arrangements for training of its workers. Confirmation in this regard is to be given.
- o The bidder should submit precise profile of its key clients alongwith details of services provided.
- o If any gardener is absent on a given day, the company will provide a substitute for him otherwise proportionate deductions will be made from the monthly payment.

- o In case the Service Provider fails in adhering to the daily Gardening requirements at Mission's/ Post's premises, and Client has to make alternative arrangements for daily gardening, then Service Provider would reimburse the cost of such arrangements.
- o Contractor would be fully responsible for all acts of omission or negligence, dishonesty or misconduct of its employees for work at Mission's/ Post's premises. Contractor would indemnify Client against any compensation/claim and damages etc. due to accident or injury to its employees or death due to accident or otherwise, which may arise out of and during the course of their duties. Client would not be liable to pay any damages or compensation to such gardeners or to any third party.
- o In case of any complaint, either as regards the nature of service or as regards the behaviors of gardeners on duty or otherwise, Contractor would be intimated and would be required to take corrective measures promptly.
- o Client reserves the right to amend/withdraw any of the terms and conditions in the tender documents or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Client in this regard shall be final and binding on all.
- o Client reserves its right to revoke the contract at any time, if the services rendered are not found satisfactory during the period of the contract.
- o Client may, by written notice sent to Gardening agency, terminate the contract, with a notice period of at least one month, in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the Client's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
- o Any wrong or misleading information will lead to disqualification.
- o Client reserves the right to remove any person found unfit.
- o The bidder would be responsible for all mandatory compliance for social, safety and environmental issues related to the performance of the service provider in the High Commission's premises as stated in the eligibility criteria.

Other Terms and Conditions

- i. The Gardening work should be done on time and as per direction of High Commission of India, Brunei Darussalam from time to time.
- ii. High Commission of India reserves the right to accept/reject any Gardening staff deployed by the Company.

iii. The rates finally approved/accepted by the High Commission of India, Brunei Darussalam and amount payable shall be valid for the whole of the contract period and no upward revision will be allowed under any circumstance. High Commission of India, Brunei Darussalam will not entertain any claim on account of any tax/insurance for execution of the work awarded under the contract and all such taxes should be paid by the firm itself.

iv. Under no circumstances shall the successful firm appoint any sub-contractor or sub-lease the contract. If it is found that the contractor has violated these conditions the contract will be terminated forthwith without any notice, by the High Commission of India, Brunei Darussalam.

v. Delay in work will not be permissible on the ground that the materials items etc. are not available.

vi. No advance payment shall be made for the services.

vii. The bills for the services for the month must be prepared on the basis of approved rates will have to be submitted to the High Commission by the 10th of the succeeding month for effective payment.

Force Majeure

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur; exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; epidemic or pandemic; Strikes or boycotts (other than those involving the Supplier or its employees/representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

Arbitration

In case of any dispute or difference arising out of or in connection with the tender conditions/order and Contract, the High Commission and the agency will address the dispute/difference on a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by consent of both parties. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

Jurisdiction

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or difference between parties arising out of this tender/contract.

Termination of Contract

The High Commission of India, Brunei Darussalam reserves the right to terminate the contract at any time by giving one month advance notice. However the High Commission of India will also have the right to terminate the contract in less than a month under special circumstances such as security consideration, violation of privacy laws etc. The Service provider also has the right to terminate the contract by giving three months notice with justification for termination of contract.

Clarification

The prospective bidder(s) requiring any clarification regarding the tender document are requested to contact the Head of Chancery (email ID – hoc.brunei@mea.gov.in), at any time prior to the deadline for submission of bids.

The High Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder(s), modify the tender document by amendment. The amendment will be published on High Commission website. In order to afford prospective bidder(s) reasonable time in which to take the amendment into account in preparing their bid, the High Commission may, at its discretion extend the deadline for the submission of Tender.

Terms of Payment

The bills for the services for a month must be prepared based on approved rates and submitted to the High Commission on a monthly basis by the 10th of the succeeding month to effect payment. The payment will be made within 10 working days after receipt of the invoice from the company and satisfactory completion of the job.

Penalty

The High Commission reserves the right to impose penalty as deemed fit in the following circumstances:

1. The contractor does not comply to the provisions of the agreement or consistently fails to maintain the quality of services
2. The wages as per financial bids are not paid to workers by 10th day of each month.
3. The workers are replaced frequently without consulting the High Commission.
4. The penalty shall be recovered from the subsequent bill of the contractor or performance security deposit with the High Commission.

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Head of Chancery

LETTER OF BID

Dated: _____

To,
The HOC
{Address of Mission/ Post}

Ref: Invitation for Bid No. _____ dated _____.

We, the undersigned, declare that:

We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders,

2. We offer to execute in conformity with the Bidding Documents for Annual Maintenance Contract for Gardening services at the High Commission of India.

3. Our bid shall be valid for a period of 180 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and shall remain binding upon us and maybe accepted at any time before the expiry of the period.

4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.

5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.

6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,
Authorized
Signatory

(Authorized person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

(To be printed on Bidder's letterhead)

**Technical Bid (On the letter head of the company)
For
Gardening services at High Commission of India, Brunei Darussalam**

I/we Partner(s)/
Legal Attorney/ Proprietor(s)/ Accredited representative(s) of
M/ssolemnly declare that :

2. I/we am/are submitting tender for ----- against Tender Notice No. ----- dated -----.
3. I/we or our partners do not have any relative working in High Commission of India, Brunei Darussalam.
4. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
5. My/our bid shall be valid for a period of 180 days from the last date fixed for the bid submission in accordance with the Bidding Documents and shall remain binding upon me/us and may be accepted at any time before the expiry of the period.
6. The Price-Bid submitted by me/us is "WITHOUT ANY CONDITION".
7. If any information or document submitted is found to be false/incorrect, (High Commission of India) may cancel my/our Tender and can take any action as deemed fit including termination of the contract, forfeiture of all dues and blacklisting of my/our firm and all partners of the firm etc.
8. I/we also declare that the Government of Brunei Darussalam or any other Government body has not issued any show-cause notice or declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
9. It is well understood that the workers provided by us will not have any direct employee-employer relation with High Commission of India, Brunei Darussalam and hence, no worker so provided will claim any regularization of their services or enhancement in their wages from High Commission of India, Brunei Darussalam.
10. I/we also accept all the terms and conditions of this bidding document and undertake to abide by them;

(Signature of the Company with Seal)

Introduction and Credentials of Bidder/Technical Information
(Proforma to be submitted with Technical Bid by the Bidder)

1. Name of Company:
2. Address of the Registered Office:
3. Correspondence address:
4. Contact details:

- a) Telephone No.:
- b) E-Mail:

S. No.	Requirements	Response
1.	Brief introduction of the company	
	Previous experience in the field (minimum three years)	
	Total number of regular employees with the company	
	Annual turnover of the company for the last two years. Whether the firm has suffered loss in any of previous 5 years?	
	Audited Financial Statement for last year, duly certified by a Chartered Accountant	
	Registration certificate and licence for the services	
2.	Details of work plan and methodology for undertaking the job	
3.	List of other embassies or reputed organizations where the company is providing similar services. Whether the company is providing similar services in other countries?	
4.	What system does the company follow to monitor functioning/performance of Gardening staff	

Date & Signature of bidder

**Financial Bid (On the letter head of the company)
For Gardening services at
High Commission of India, Brunei Darussalam**

Proforma to be filled up and submitted by the bidder (in English)

1.	Name of the Bidding Agency/ Company	
2.	Address of the Bidding Agency/ Company	
3.	Contact details of the Bidding Agency/ Company	

Please provide the financial bid/quote for Gardening services to cover the scope of work as given in Notice Inviting Tender.

1. No. of gardeners required - One

Gardening Staff-during office hours (0900-1300 hours)	Per hour rate per person	Monthly total
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2. Also please provide rates for the following:

Gardening Staff-beyond office hours	Per hour rate
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Gardening Staff-on Public Holidays	Per hour rate
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3. **Total monthly charges for Gardening services (incl./ excl. taxes) -**

4. **Total annual cost -**

- * (i) No separate/additional cost will be paid for Gardening equipment.
(ii) No additional payment will be made on account of meals, uniform, transportation etc.
(iii) This rate should be inclusive of all personnel/administration costs.

Signature (Authorized Signatory)
Designation:
Date:
Seal:

Contract Agreement

CONTRACT/AGREEMENT NO DATED.....

THIS AGREEMENT is made onbetween {Mission/ Post} (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at {Address of Mission/ Post},

AND

M/s having its registered office at.....

(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client

NOW THIS AGREEMENT WITNESSTH as follows:

the Client invited bids through open tender, vide Notice Inviting Tender dated ____/____/____ for "providing Garden maintenance services at {Mission/ Post} under Tender No. _____ dated ____/____/____.

the Contractor submitted his bid in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

the Client has selected M/s.....as the successful bidder ("the Contractor")

pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Award (LoA) No, to the Contractor on.....for a total sum of.....[Only]

for providing Gardening services required at {Address of Mission/ Post}.

under this contract, the contractor shall provide gardener maintenance services as per the table below:

Location	Number of gardeners	Days of the Week	Timings
High Commission of India and High Commissioner's Residence	One (<i>division of work at both places in proportion to the area of garden</i>)	Monday- Saturday	9:00 AM to 01:00 PM

the contractor shall also provide a Supervisor (Horticulturist/Garden Consultant) who shall visit the above mentioned premises regularly for maintaining highest standards of gardens to the satisfaction of the High Commission of India authorities.

the Client desires that the Gardening services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and appoints the Contractor for carrying out such services at the monthly charges of _____ for an initial period of one year from _____ to _____, extendable for further two years on yearly basis at the same rates and terms & conditions, subject to satisfactory performance by the Contractor.

the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the garden maintenance services of its premises in case the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing garden maintenance services in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

the Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. (This Agreement shall prevail over all other Contract documents) :-

The Letter of Award (LoA) issued by the Client; Letter of Acceptance by the Contractor;

The complete Bid, as submitted by the Contractor;

The Tender Document No. _____ dated _____.

_____;

The Addenda, if any, issued by the Client;

Any other documents forming part of this Contract Agreement till date; (Performance Bank Guarantee, Bank Guarantee);

Charges - Schedule annexed to this Article of Agreement; Supplementary Agreements executed from time to time; Scope of work.

the monthly bill of B\$ _____/- (B\$ _____ only) will be forwarded by the contractor to High Commission of India on a monthly basis by the 10th of the succeeding month to effect payment. The payment will be made within 10 working days after receipt of the invoice from the company provided satisfactory completion of the job.

there will be no mid-term escalation in the contract rate during the entire contract period. Claim for any escalation on account of minimum wages and any other statutory obligations, or otherwise also, during the entire period of the contract, shall not be entertained by the Mission/ Post. The payment to the workers in accordance to minimum wages prescribed by the Government of Brunei Darussalam, along with other statutory payments, is the sole responsibility of the Contractor.

the contractor shall pay to the workers their monthly wages, bonus and other benefits and it shall, in no way, be less than minimum wages as fixed by the Government of Brunei Darussalam. The wages and allowances shall be released by the contractor to its workers by 10th of each month irrespective of the fact whether the High Commission has released the payment to the contractor or not.

the rights and obligations under this contract shall not be transferred or granted to a third party.

the contractor shall engage only those workers who are physically, medically and mentally fit and whose antecedents have been verified by him. The workers will be

employees of the contractor and the High Commission will not, in any way, be responsible for any liability/compensation on account of accident, injury or death of worker(s) while performing their work inside the premises of High Commission. The contractor shall be liable for all actions of contractor's supervisors/gardeners/workers and other personnel while working on High Commission's premises.

Contractor and contractor's Supervisors/Gardeners/workers must not divulge any confidential information related to High Commission acquired in the course of performing services under this contract, nor use such information for any other purposes.

Should the need to modify this contract arise during the contract period, the contract may be modified through consultations between High Commission of India and contractor. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

High Commission of India, Brunei Darussalam is entitled to cancel this contract should contractor fail to perform its duties under this contract for reasons attributable to contractor.

High Commission reserves the right to impose penalty should the contractor fails to comply to the provisions of the contract, unable to maintain the quality of the services, wages are not paid as per the contract, workers are replaced frequently without consulting High Commission.

Any conflict or disputes over the interpretation of the provisions of this contract shall be resolved through consultations between High Commission and contractor.

Any matters not covered under this contract shall be resolved through consultations between High Commission and contractor.

This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Arbitration & Jurisdiction clause of the Tender document.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in two originals, one original to be retained by each party.

Executed this ____ day of ____, 2025.

Signed on behalf of the Contractor

Signed on Behalf of {Mission/Post}

(Authorized Signatory)

(Authorized Signatory)

PROFORMA OF BANK GUARANTEE
(on non-judicial paper of appropriate
value)

To,

High Commission of India

BANK GUARANTEES NO:

DATE:

Dear Sir(S)

This has reference to the Work Order No._____Dated_____having been placed by High Commission of India with M/s (Name & Address of Contractor) for_____
_____.

The conditions of this order provide that the Contractor shall,

- Arrange to carry out the services listed in the said order by the Client, as per details given in said order, and
- Arrange for the service support and provide the items to the Client on site as per the work order and bid documents.

M/s (Name of Contractor) has accepted the said work order with the terms and conditions stipulated therein and have agreed to issue the performance bank guarantee on their part, towards promises and assurance of their contractual obligations vide the work order No. _____

M/s. (name of Contractor) holds a current account with us and has approached us and at their request and in consideration of the promises, we hereby furnish such guarantees as mentioned hereinafter.

High Commission of India shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other undertaking of security in respect of the Contractor's obligations and /or liabilities under or in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to

grant time and or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to forebear from enforcement of all or any of the obligations of the Contractor under the said contract and/or the remedies of the High Commission under any security(ies) now, or hereafter held by the High Commission and no such dealing(s) with the Contractor or release or forbearance whatsoever shall have the effect of releasing the bank from its full liability of the High Commission hereunder or of prejudicing right of the High Commission of India against the bank.

This undertaking guarantee shall be a continuing undertaking guarantee and shall remain valid and irrevocable for all claims of the High Commission of India and liabilities of the Contractor arising upto and until date.....

Your right to recover the said sum of _____
_____only) from us in manner aforesaid will not be affected/or suspended by reason of the fact that any dispute or disputes have been raised the said M/s _____ and/or that any dispute or disputes are pending before any officer, tribunal or court or Arbitrator.

Our liability under this guarantee is restricted to _____
_____. Only) Our guarantee shall remain in force until unless a suit action to enforce a claim under guarantee is filed against us within six months from (which is date of expiry of guarantee) all your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

We have power to issue this guarantee in your favour under Memorandum and Articles of Association of our Bank and the undersigned has full power to do under the power of Attorney dated .

Notwithstanding anything contained herein:

- Our liability under this guarantee shall not exceed(in words)
- This bank guarantee shall be valid up to.....& unless a suit for action to enforce a claim under guarantee is filed against us within six months from the date of expiry of guarantee. All your rights under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there after i.e. after six months from the date of expiry of this Bank guarantee.

- We are liable to pay the guaranteed amount or any parts thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
- The Bank guarantee will expire on

Granted by the Bank

Yours faithfully,

For (Name of Bank)

SEAL OF THE BANK

Authorized Signatory

Compliance Report

To
Head of Chancery
High Commission of India

Subject: Regarding tender for AMC for Garden Maintenance Services at High Commission of India (Chancery) and High Commissioner's residence

Dear Sir,

We have gone through and understood complete scope of work, terms and conditions of this tender. It is confirmed that we will abide by all instructions as stipulated in the tender document and agreement.

We hereby declare that we, M/s are not ineligible to participate in the bid; we have no conflict of interest in the proposed tendering proceedings; and have not been punished for a profession or business-related offense. We also declare that we, M/s..... have not been blacklisted or debarred by any government or reputed private agency in Brunei Darussalam or in India.

We also confirm that we will not pay less than minimum wages as fixed by the Government of Brunei Darussalam to our workers and the rates have been quoted accordingly.

Place:

Date:

Signature of Bidder

Name: